

# TELEWORK AGREEMENT

For use of this form, see USAARMC Policy Memo 11-05, 31 Oct 05, subj: Telework Program

## DATA REQUIRED BY THE PRIVACY ACT OF 1974

**AUTHORITY:** Title 5, U.S.C. Section 301.

**PURPOSE:** To document a Telework Agreement.

**ROUTINE USE:** Used by supervisor and CPAC as a reference for approved agreements. Information may be disclosed to governmental agencies in conduct of official business.

**DISCLOSURE:** Voluntary. Failure to provide information may result in employee not receiving approval for Telework Agreement.

EMPLOYEE NAME:

POSITION TITLE/PAY PLAN/SERIES/GRADE:

ORGANIZATION:

1. (Check One) ☐ Regular and Recurring Telework.

☐ Ad Hoc Telework.

From (mmddyyyy): \_\_\_\_\_ To (mmddyyyy): \_\_\_\_\_

2. Employee will telework at the approved alternate worksite in accordance with the following work schedule:

WORK SCHEDULE (Per Pay Period)		
FIRST WEEK		SECOND WEEK
Specify Work Hours Including Lunch Break		
MON		
TUE		
WED		
THU		
FRI		

3. The telework site address is (also specify room if telework site is in employee's home):

\_\_\_\_\_  
\_\_\_\_\_

NOTE: The government's liability is restricted to this official work area for the purposes of telework.

4. Phone number at telework site is: \_\_\_\_\_

5. E-mail address at telework site is: \_\_\_\_\_

6. The employee's official duty station is:

\_\_\_\_\_  
\_\_\_\_\_

(NOTE: See discussion in paragraph 7 of TELEWORK GUIDE.)

7. Salary and Benefits. The designated official duty station is used for purposes of determining special salary rates, locality pay and adjustments, and official travel entitlements.

8. Official Duties. It is the employee's responsibility to ensure that a proper work environment is maintained while teleworking. The employee is required to satisfactorily complete all assigned work according to standards and guidelines in the employee's work plan. The employee will not conduct personal business while in official duty status at the telework location, e.g. caring for dependents or making home repairs.
9. Leave. Employee will follow established procedures for obtaining approval of leave.
10. Overtime. The employee will work overtime only when ordered or approved in advance by the supervisor and understands that overtime work without such approval will not be compensated.
11. Time and Attendance. The employee will complete Fort Knox Form 5044a-R-E (Certification of Time and Attendance) and provide to the supervisor. The supervisor will certify the time and attendance for hours worked at the official duty station and telework location. Official duty hours at the telework site will be recorded in the time and attendance system using the type hour code "LX."
12. Security and Equipment. Employee agrees to protect any government-owned equipment and to use the equipment only for officially sanctioned purposes. The agency may install, service, and maintain any government-owned equipment issued. The employee agrees to install, service, and maintain any personal equipment used.
13. Office Supplies and Telephones. The organization agrees to provide the employee with necessary office supplies. The organization may pay costs incurred for any long-distance telephone calls.
14. Liability. The employee understands that the government will not be liable for damages to an employee's personal or real property while the employee is working at the telework location except to the extent the government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.
15. Work Area. The employee agrees to provide a work area adequate for performance of official duties. Fort Knox Form 5044b-R-E (Telework Program Safety Certification) will be signed by the employee and become part of this agreement. The employee agrees to permit the Government to inspect the telework location during the employee's normal working hours to ensure proper maintenance of government-owned property and conformance with safety standards.
16. Telework Workplace Costs. The employee understands the government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternate worksite, e.g. home maintenance, insurance, or utilities. The employee does not relinquish any entitlement to reimbursement for authorized expenses (except as stipulated herein) incurred while conducting business for the government, as provided for by statute and regulations.
17. Injury Compensation. The employee understands the Federal Employee's Compensation Act applies if injured in the course of actually performing official duties at the official duty station or telework location. The employee will notify the supervisor immediately of any accident or injury that occurs at the telework location and complete required forms. The supervisor will immediately investigate the notice of injury.

18. Work Assignments/Performance. Employee agrees to complete all assigned work according to procedures and work objectives set by the supervisor. The employee will provide regular reports to assist the supervisor in rating performance. A decline in performance may be grounds for canceling this agreement.

19. Disclosure of Government records/information. Employee agrees to protect government/agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

20. Standards of Conduct. The agency standards of conduct apply while working at the telework location.

21. Disciplinary/Adverse Actions. Nothing in this agreement will be interpreted in a manner to preclude the taking of any appropriate disciplinary or adverse action against the employee who fails to comply with the provisions of this agreement.

22. Cancellation of Agreement. The employee may cancel this agreement and return to work at the official duty station with appropriate advance notice to the supervisor. After appropriate notice to the employee, the supervisor may cancel this agreement and instruct the employee to return to work on their previous work schedule at the traditional duty location. Emergency or unanticipated circumstances may require the immediate cancellation of this agreement or adjustment to workdays at the telework location.

23. Related Documents. Enclosed are other applicable documents such as work expectations and time periods for routine reporting back to the official duty station.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

Recommend:

☐

Approval

☐

Disapproval

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
DATE

☐ Approved

☐

Disapproved

\_\_\_\_\_  
SECOND LINE SUPERVISOR'S SIGNATURE  
(For Ad Hoc Telework)

\_\_\_\_\_  
DATE

☐ Approved

☐

Disapproved

\_\_\_\_\_  
ACTIVITY COMMANDER/DIRECTOR'S SIGNATURE  
(For Regular and Recurring Telework)

\_\_\_\_\_  
DATE